

1 October 2022 tenancy law changes – What you need to know



Tenants Queensland

Recent changes will impact your tenancy agreements from 1 October 2022 under the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act'). Here is a quick snapshot of the key changes. This factsheet applies to general tenancies and rooming accommodation.

Keeping of pets

Requesting approval for a pet

If you wish to keep a pet you must complete the RTA Form 21 'Request for approval to keep a pet in rental property'. Approval to keep a working dog (assistance dog, guide dog, hearing dog, corrective services dog, police dog) is not required.

Your lessor, agent or provider must provide a response to your request to keep a pet within 14 days. If your lessor, agent or provider do not respond within 14 days of your request for pet approval the request will be assumed to be approved. Your lessor, agent or provider may include reasonable conditions for consent to keep a pet and if your lessor or provider refuses your approval to keep a pet they must provide an explanation for the refusal and only base this refusal on prescribed ground under the Act.

The following are the only grounds for a lessor, agent or provider to refuse your request for approval to keep a pet-

- the request exceeds a reasonable number of animals to be kept at the premises;
- the premises is not suitable for a pet (ie. lack of fencing, open space);
- the pet may cause a health and safety risk (ie venomous pets);
- the likely damage the pet may cause to the premises could not practically be repaired for a cost less than the amount of the rental bond;
- the pet will contravene a law or body corporate by-law;
- you have not agreed to the reasonable conditions proposed by them to keep the pet;
- the animal stated in the request is not a pet.

Conditions to consent for a pet

Some conditions which your lessor, agent or provider may include in providing approval for a pet include:

- for the pet to be kept outside (if it is not a type of pet ordinarily kept inside);
- a requirement for you to complete a professional fumigation at the end of the tenancy (if the pet is capable of carrying parasites);
- a requirement for you to professionally clean carpets at the end of the tenancy if the pet is allowed inside the premises.

Some conditions which your lessor, agent or provider may include that are not reasonable that therefore not enforceable:

- if they require you to buy cleaning or fumigation (or other) services from a particular person or business; or
- require you to pay penalties; or
- would increase the rent or rental bond; or
- require any form of security from you in return for them approving your pet.

Your obligations when keeping a pet

If you obtain approval to keep a pet you are responsible for:

- any nuisance caused by the pet (ie. noise); and
- the cost of repairing any damage caused by the pet.

Authorisation to keep a pet applies for the life of the pet. If your pet passes away, the approval for a new pet will need to be obtained.

What's inside

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- Emergency repairs and repair orders
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Who's who?

A **lessor** is the person who gives a tenant the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

A **provider** is a person who provides rooming accommodation to residents.

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986.

QSTARS is a program providing specialist advice and support to renters, funded by the Qld Government, delivered by TQ.

The **RTA** is the government authority that manages rental bonds, provides forms and information, conducts dispute resolution and investigates complaints of unlawful conduct under tenancy laws.

The Tribunal or **QCAT**, hears and makes binding decisions about residential tenancy disputes.



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Ending tenancy agreements

Your lessor, agent or provider is no longer able to end a tenancy agreement 'without grounds', however they may use the new ground 'ending of a fixed term agreement' to end the agreement. Your tenancy agreement may only be terminated for an approved ground outlined below.

New grounds for ending residential tenancy agreements

Your lessor may end your residential tenancy agreement on any of the following grounds:

- the premises is required for a State Government program (ie highway, train line);
- your lessor requires vacant possession for planned demolition or redevelopment of the premises;
- your lessor intends to carry out significant repairs or renovations which require you to vacate the premises;
- your lessor requires the premises for another use for a period of at least 6 months;
- if your entitlement to occupy the premises depends on you being a student and you stop being a student;
- your lessor's relative needs to occupy the premises;
- your lessor is preparing to sell the premises or has entered into a contract to sell and requires vacant possession.

You may end your residential tenancy agreement on any of the following grounds:

- the premises is not fit to live in, in good repair, the lessor is in breach of a health and safety law – you are however limited to only terminating on these grounds during the first 7 days of the tenancy agreement. You must NOT have caused any of these circumstances to occur otherwise you have no right to end the tenancy agreement on these grounds;
- your co-tenant under the tenancy agreement dies and continuing with the agreement will be impractical or cause you excessive hardship;
- if your entitlement to occupy the premises depends on you being a student and you stop being a student;
- your lessor does not comply with a repair order issued by a Tribunal (See repairs and maintenance factsheet).

New ground for ending rooming accommodation agreements

Your provider may end your rooming accommodation agreement on any of the following grounds:

- your provider is selling the premises;
- your provider wishes to demolish or redevelopment the premises;
- your provider intends to carry out significant repairs or renovations which requires you to vacate the premises;
- your provider wishes to use the premises as holiday accommodation, short stay accommodation or any non-residential purpose;
- if your entitlement to occupy the premises depends on you being a student and you stop being a student.

You may end your rooming accommodation agreement on any of the following grounds:

- the premises or common areas is not fit to live in, in good repair, is in breach of a health and safety law – you are however limited to only terminating on these grounds during the first 7 days of the rooming agreement. You must NOT have caused any of these circumstances to occur otherwise you have no right to end the agreement on these grounds;
- your co-resident under the rooming agreement dies and continuing with the agreement will be impractical or cause you excessive hardship;
- if your entitlement to occupy the premises depends on you being a student and you stop being a student.

Termination for serious breach

In general tenancies your lessor or agent can apply straight to the Tribunal for an order terminating your agreement for a 'serious breach' without first giving you a notice to leave. A serious breach is where the tenant, occupant or guest or allowed person has:

- Carried out illegal activities.
- Intentionally or recklessly destroyed or seriously damaged the property
- Endangered another person
- Interfered with reasonable peace, comfort, and privacy of another tenant
- Interfered with another tenant's reasonable use of the premises.
- If you are in public or community housing, you must be given a seven (7) day notice to leave before the lessor can apply for a termination order.

Emergency repairs

Repair orders

You can apply directly to the tribunal for a repair order to the premises where you have been unable to contact the emergency contact or the emergency contact has not completed the repair in a reasonable timeframe, or for a routine repair where it has not been undertaken in a reasonable timeframe.

The Tribunal can make a wide range of orders relating to repairs, including (but not limited to):

- what is, or is not, to be repaired
- that the lessor must carry out the repairs by a stated date
- that the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by the tribunal
- who must pay for the repairs
- that the tenant may pay a reduced rent until the repairs are carried out to the standard decided by the tribunal
- that the lessor must pay an amount to the tenant as compensation for loss of amenity
- that a suitably qualified person must assess the need for the repairs or inspect the premises or inclusion
- that the residential tenancy agreement ends if the repairs are not completed by a stated date
- if the premises is vacant—that it is not occupied under a residential tenancy agreement until stated repairs are completed.

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The tribunal will be look at the following when granting a repair order;

- the conduct of the lessor or agent;
- risk of injury or the damage is likely to cause and injury to a person at the premises;
- loss of amenity caused by the damage to the premises; and
- any other matter the tribunal considers relevant.

The repair order is enduring until it is complied with. It does not end with a tenancy agreement or the tenants moving.

If the lessor does not undertake the repairs or follow the order of the Tribunal you can make a complaint to the Tribunal and penalties can be applied.

Failure to comply with repair order

If you have been to the Tribunal and have a repair order that requires repairs to be carried out by a stated day and has not been done by that day, you may issue a notice of intention to leave because of failure to comply with a repair order.

Completing the works, yourself or through the agent

Sometimes it may be appropriate for you to arrange for the emergency repairs to be completed. If you complete any urgent repairs yourself, you can recoup the costs of the repairs up to a maximum amount equal to 4 weeks rent (this amount was previously equal to 2 weeks rent). Alternatively, the Act now allows for an agent to arrange for emergency repairs to be completed on the basis the cost do not exceed an amount equal to 4 weeks rent.

It is vital to protect your interest to record the condition of the premises after taking possession. The Act now requires you to return an entry condition report within 7 days after first entering the premises. It is recommended that you keep a copy of your condition report for future reference.

Condition report

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Tenancy Facts

Tenancy fact sheets for renters are available at www.qstars.org.au

Tenancy fact sheets include:

- Renting in Queensland
- Starting a tenancy
- Rental bonds
- Rent and other charges
- Entry and privacy
- Repairs and maintenance
- You want to leave
- Lessor ends the tenancy
- Resolving tenancy disputes
- Tenancy databases
- Pets in Rental Properties

Further help

For free tenancy advice call:

1300 744 263

Open Mon – Friday 9am – 5pm

(extended hours to 7pm on Tuesdays and Wednesdays)

Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986. Queensland Statewide Tenant Advice and Referral Services (QSTARS) is managed by TQ to provide specialist tenancy advice, advocacy support and referral for Queensland renters and delivered in collaboration with partner organisations.

For more information and to access tenancy factsheets and videos visit www.tenantsqld.org.au or www.qstars.org.au.

For administration issues contact TQ on 07 3832 9447.

Residential Tenancies Authority (RTA)

The RTA is the government authority. RTA tenancy forms are available online at www.rta.qld.gov.au or call 1300 366 311

The Queensland Civil and Administrative Tribunal (QCAT or the Tribunal)

To find your local Tribunal (except for Brisbane QCAT sits in the local Magistrates Court) or get QCAT forms visit www.qcat.qld.gov.au or call QCAT on 1300 753 228

Translating and Interpreting Service (TIS National)

If you need an interpreter let us know when you call, or call the TIS National translating and interpreting service on 131 450 so they can help you contact our service.

Disclaimer: This brochure provides information only and is not intended to provide legal advice.